

# **Exhibit 2**

## RELOCATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 30th day of September, 2015 between American International Relocation Solutions, LLC ("AIREs") a Pennsylvania limited liability company having its principal office at 6 Penn Center West, Suite 200, Pittsburgh, Pennsylvania 15276 and Gordon Food Service, Inc., a Michigan corporation ("Company"), having its principal office at 1300 Gezon Parkway SW, Wyoming, MI 49509. AIREs and Company may collectively be referred to herein as "Parties" or singularly as "Party."

### I. PREMISES

- A. AIREs is engaged in the business of providing services in connection with the relocation of employees, their families and their residences to and from locations worldwide.
- B. Company hires or transfers employees ("Employees", individual "Employee") to and from locations throughout North America and has chosen to provide certain services to those Employees as a fringe benefit of their employment.
- C. Company desires to contract with AIREs to provide certain services to its Employees and their families in connection with the relocation of its Employees.
- D. This Agreement is intended to set forth the terms and conditions upon which those services will be provided by AIREs to the Company, its Employees and their families.

### II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the Parties, intending to be legally bound, agree as follows:

1. Relocation Services. AIREs will provide relocation services (the "Services") to Company and its designated Employees and their families as authorized or requested by Company. The Services may include the following:

- 1.1 Consulting Services
- 1.2 Cost of Living Reporting
- 1.3 Program/Assignment Management
- 1.4 Expense Management, Tracking and Reporting
- 1.5 Home Sale Assistance
  - 1.5.1 Marketing Assistance
  - 1.5.2 Buyer Value Option
  - 1.5.3 Adverse Selection
  - 1.5.4 Equity Advances
  - 1.5.5 Inventory Management
  - 1.5.6 Loss-on-Sale Program
- 1.6 Home Finding Assistance
  - 1.6.1 Home Purchase
  - 1.6.2 Rental Home Finding
- 1.7 Temporary Housing
- 1.8 Departure Services

- 1.9 Property Management
  - 1.9.1 Vacant Property Management
  - 1.9.2 Tenancy Management
- 1.10 Destination Services
  - 1.10.1 Pre-Acceptance Trip
  - 1.10.2 Area Tour/Orientation Visits
  - 1.10.3 School Search
  - 1.10.4 Settling-In Services
  - 1.10.5 Spousal/Partner Assistance Program
- 1.11 Immigration Assistance
- 1.12 Transportation and Storage of Household Goods and Personal Effects
  - 1.12.1 International Moving Services
  - 1.12.2 U.S. Domestic Moving Services
  - 1.12.3 Storage of Household Goods and Personal Effects
  - 1.12.4 Automobile Moving Services
  - 1.12.5 Pet Moving Services
  - 1.12.6 Household Goods Moving Insurance and Van Line Valuation Protection Requirements
- 1.13 Cultural Training
  - 1.13.1 Cultural Training for Relocating Employees
  - 1.13.2 Cultural Training for Company
  - 1.13.3 Repatriation Education
- 1.14 Language Training
- 1.15 Auto Assistance Services
  - 1.15.1 Auto Lease/Purchase Services
  - 1.15.2 Auto Rental Services
- 1.16 Furniture and Appliance Rental Services
- 1.17 Group Moves
- 1.18 Reporting

AIReS will provide the requested Services in accordance with the Description of Services attached hereto as Appendix A, which may be expanded or modified by AIReS from time to time.

2. Definitions.

2.1 Employee: Any person initiated by the Company to receive services under this agreement.

2.2 Home: "Home", whether capitalized or not, shall mean real estate consisting of a completed one- or two-family dwelling (excluding cooperatives, mobile homes, farm and investment properties, and vacation homes) owned and occupied by an Employee as the Employee's principal residence, which (i) is situated on an amount of land which, in the opinion of the appraisers selected under provisions of Paragraph 1.5.2 (d) herein of the Home Sale Assistance Section of Appendix A ("the appraisers"), is not considered excessive or unusual for that particular community, (ii) has an Appraised Value (as determined according to the provisions of Paragraph 1.5.2 (d) of the Home Sale Assistance Section of Appendix A) not exceeding, in the opinion of the appraisers, 50% above or below the average value of homes in that particular community, (iii) does not contain an unacceptable level of radon gas (above the level established by the EPA), or lead paint or other toxic substances including urea formaldehyde, and (iv) with respect to such real estate, all mortgages can be prepaid in full without penalty exceeding one percent (1%) of the original mortgage amount, insurance is available through AIReS' insurance partner at standard rates for

normal hazards of fire, liability, and extended coverage, and all leases can be terminated with no more than sixty (60) days' notice to the tenants.

A condominium shall be considered a "home" as defined above, except that it must meet the following additional guidelines pertaining to the condominium unit itself and the complex in which it is located: (i) vacant, unsold, finished condominium units do not exceed twenty percent (20%) of the total number of finished units in the complex, (ii) condominium units owned by absentee investors for rental purposes do not exceed twenty (20%) of the total finished units, (iii) association dues/assessments per year (net of utilities) do not exceed two percent (2%) of the estimated probable sales price of the condominium, (iv) condominium units in the complex are mortgageable, if appropriate, by Federal National Mortgage Association ("FNMA") standards and/or FHA/VA standards, and (v) the Condominium Association is in sound financial condition, as evidenced by current financial statements, sufficient replacement reserves, no recent rapid increase in association dues/assessments, and no unusual or excessive liens.

2.3 Special Property: Any property other than a Home.

2.4 Authorized Initiators: "Authorized Initiators" shall mean the employees of Company who are authorized to inform AIREs of Employees entitled to the Services described in this Agreement. Company agrees to inform AIREs in writing of the name and title or function of such Authorized Initiators before the first notification to AIREs of an Employee relocation and from time to time thereafter as any change in Authorized Initiators may occur.

3. Needs Assessment Evaluation. Company will authorize AIREs to provide Services by communicating to AIREs information concerning the needs of the Employee and his or her family, the Company benefits to which Employee is entitled for the transfer, the origin and destination points, timing, etc. AIREs will contact the Employee, provide the Employee with an overview of the Services available, and assess the needs of the Employee and his or her family for Services. This assessment may include the completion of a comprehensive needs assessment, either in writing or by telephone. AIREs will then provide Services to Employee and/or the Employee's family based upon the Employee needs assessment.

4. AIREs Fees and Expenses; Advances.

4.1 AIREs Fees. In consideration of the Services requested by Company and provided by AIREs, Company shall pay to AIREs the amounts set forth in the Fee Schedule attached hereto as Appendix D ("AIREs Fees"). The Fee Schedule may be modified by AIREs from time to time, only with the written consent of the Company. Any modifications shall be applicable only to Services performed by AIREs after the effective date of any Fee Schedule modifications. Company shall pay such AIREs fees in accordance with one or more of the reimbursement procedures set forth in Appendix B.

As standard industry practice, it is AIREs intention to collect referral fees from service partners where allowed by law. The Company understands and approves this arrangement, and has no right to or interest in the fees so collected.

4.2 Expenses; Advances. In consideration of those portions of the Services requiring payments to a third party, including, but not limited to, employee expense reimbursements, rent/lease payments, the cost of movement of household goods, inventory carrying costs, tax payments, real estate transaction costs and other relocation related expenses ("Expenses") and all amounts advanced to or on behalf of an Employee or the Company, including, but not limited to equity advances (including interest expenses incurred by AIREs) ("Advances"), Company shall pay such Expenses and Advances in accordance with one or more of the Reimbursement Procedures set forth in Appendix B.

4.3 Company Employee Guaranty. Company hereby irrevocably guarantees the payment to AIREs in full of all Advances funded to company Employee by AIREs. If within sixty (60) calendar days after receiving the benefit of such Advance, Employee has not repaid AIREs, then AIREs will notify Company that Employee's payment is delinquent ("First Notification"), and if such amount remains unpaid thirty (30) calendar days after such First Notification, AIREs will give Company a second notice of the Employee's delinquency ("Second Notification") and request that payment be made by the Company pursuant to this guaranty. Company covenants and agrees that it will promptly upon receipt of a Second Notification make payment in full to AIREs, (or upon AIREs' request, its assignee/designee) of all such Advances by AIREs including interest at 1.5% per month or fraction thereof (or highest rate allowed by law, whichever is lower) from the time the balance became outstanding as set forth in the Second Notification. Upon receipt of payment in full of any such Advance, the Company shall be subrogated to the rights of AIREs against Employee and will in the event of such subrogation assume complete responsibility for collecting the Advance.

4.4 Secondary Liability of Employee. In the event Company files a petition in bankruptcy or is adjudicated a bankrupt, or a petition in bankruptcy is filed against Company, or it becomes insolvent or makes an assignment for the benefit of its creditors or enters into an arrangement pursuant to any bankruptcy law, or Company discontinues its business, or a receiver is appointed for it, then Employee shall be secondarily liable for any Services provided, including Fees, Expenses and Advances, whether invoiced or not, which have not been paid for by Company. In any event, Employee, upon being billed, shall have the obligation to pay AIReS and AIReS shall have the right to collect payment from Employee.

5. Term and Termination.

5.1 Term. This Agreement shall be effective as of the date first above written, and shall remain in effect for three (3) years or until terminated by either Party as provided herein ("Term"). Either Company or AIReS shall have the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other Party.

Any Services authorized before the expiration or termination shall be completed pursuant to the terms of this Agreement. In the event Company issues an authorization or request for Services after the expiration or termination of this Agreement and AIReS chooses to accept such authorization or request, then those Services shall be completed in accordance with and shall be governed by the terms of this Agreement notwithstanding the expiration hereof.

5.2 Termination.

(a) Material Breach. In the event of a material breach of this Agreement by either Party, including but not limited to failure of Company to pay any amounts as and when due hereunder or failure of AIReS to perform pursuant to this Agreement without curing such breach, the non-breaching Party may terminate this Agreement effective upon ten (10) days written notice to the breaching Party.

(b) Bankruptcy or Insolvency of Company. If either Party files a petition in bankruptcy or is adjudicated a bankrupt, or if a petition in bankruptcy is filed against either Party or if it becomes insolvent or makes an assignment for the benefit of its creditors or enters into an arrangement pursuant to any bankruptcy law, or if either Party discontinues its business, or if a receiver is appointed for it, then this Agreement shall automatically terminate without any notice to the other Party whatsoever.

5.3 Effect of Termination on Terms of Agreement. Termination of this Agreement by either Party shall in no way release either Party from its obligations under this Agreement up through the effective date of termination. AIReS will not be obligated to provide any Services authorized or requested by Company after the effective date of termination. However, AIReS will complete any Services authorized or requested before the effective date of termination in accordance with the terms of this Agreement, unless this Agreement is terminated under Section 5.2(a) or terminates automatically under Section 5.2(b), in which case such Services may not be completed unless and until the Parties have reached a mutually agreeable payment arrangement.

6. Independent Contractor. The relationship between Company and AIReS, and their respective shareholders, directors, officers, agents, servants or employees, is that of independent contractor and not that of principal and agent, employer and employee or master and servant. Nothing contained herein or otherwise shall be construed as inconsistent with the independent contractor relationship of the Parties. All Services provided to Company by AIReS shall be performed by safe, careful, properly licensed and legally qualified individuals or companies who shall be the agents, servants or employees of AIReS and not of Company. As between Company and AIReS, AIReS shall be liable for any act or omissions of its officers, directors, agents, servants or employees which are in violation of any law, subject to any limitations on liability or indemnity contained herein. AIReS maintains ongoing business relationships with qualified and responsible agents. Notwithstanding these relationships, however, Company shall have the right to prohibit specific agents from providing Services.

7. World Wide Web. AIReS will provide Service information to Company and Employees through AIReS' Web site. Company understands and agrees that such Service and Employee information will be available via the World Wide Web. AIReS has instituted comprehensive measures of security through a password-encrypted portion of AIReS web site that will allow Company's Service information to be reviewed by Company and its Employees. All passwords are randomly generated by AIReS Information Systems Department and must remain confidential once assigned to Company.

Company acknowledges that online tools available through AIReS' web site are supported by current and previous releases of Mozilla Firefox, Internet Explorer, Google Chrome and Safari browsers, on a rolling basis. Company understands AIReS will begin supporting the most recent version of these browsers within six (6) months of the release of a new, major version of that browser and will no longer support the third most recent version. AIReS cannot be held responsible for Company's internal internet connection and/or any firewall limitations

instituted by Company's Information Systems ("IS") Department. AIREs will work with Company's IS Department to bypass any firewalls without jeopardizing the security of Company's information.

8. Confidentiality. The terms of this Agreement and all of the documents, materials, systems and forms provided by AIREs, and all information provided by Company with respect to its business, operations and Employees and/or their families, shall be deemed to be proprietary and confidential information. The Parties shall preserve the confidentiality of such information by not disclosing it to others except as permitted under this Agreement or by law or as otherwise agreed to between the Parties and by using such information of the other Party solely in connection with the purposes and intents of this Agreement. The terms of this provision shall survive the termination of this Agreement.

9. Liability and Limitation of Damages. In addition to any limitations set forth herein and in Appendix A, the liability of AIREs for any damages suffered by Company or Employee or his or her family shall be limited to actual, direct, and/or out-of-pocket expenses. In no event shall either Party be liable for prospective profits, special damages, incidental damages, or indirect or consequential damages in connection herewith or with respect to the operations hereto, whether in tort, contract or otherwise.

10. No Tax Advice. Nothing contained in this Agreement or any Appendix hereto or in any related document which may be later produced is intended as nor shall it be construed to be local, state or federal tax advice for the benefit of Company, Employee, his or her family, or any other person. Both Company and Employee are encouraged to consult their own tax professionals regarding any tax implications pertaining to the Services.

11. Indemnification. Each Party agrees to indemnify, hold harmless and defend the other and its affiliates, officers, directors, agents and employees from and against any claims, damages, liabilities, expenses, or losses (including attorneys' fees) arising from the performance or breach of this Agreement by the indemnifying Party or the acts or omissions of the indemnifying Party or its employees or agents; provided that neither Party shall assume any liability for any act or omission of the other Party or such other Party's employees or agents. AIREs will indemnify, hold harmless and defend Company and its affiliates, and their respective officers, directors, agents and employees from and against any third party claims, damages, liabilities, judgments (including related attorneys' fees) arising from AIREs' services furnished under this Agreement. Company agrees to indemnify and hold AIREs, its affiliates, and their respective employees, officers, directors, members, shareholders and partners (the "AIREs Indemnified Parties") harmless from and against any and all claims, liabilities, damages, expenses, costs and lawsuits (including reasonable attorney's fees) incurred or suffered by an AIREs Indemnified Party as a result of any breach, rescission, repudiation, act, failure to act, failure to disclose or omission by Company, its current or prospective employees or their family members, of any provision of this Agreement or any real estate purchase agreement. The right to indemnification provided for herein shall survive for two years following termination of this Agreement.

12. Insurance. AIREs will obtain and maintain insurance, at its own cost and expense, during the term of this Agreement in coverage amounts no less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate covering, at a minimum, (a) general liability; (b) professional liability (c) workers' compensation with statutory limits; and (e) any other coverage reasonably necessary to protect AIREs and its agents and employees from any claims arising from its obligations under this Agreement. AIREs agrees to provide certificates of insurance, evidencing required insurance coverage, upon execution of this Agreement. AIREs shall also ensure that its vendors, suppliers, contractors and subcontractors maintain insurance in the same coverage amounts as indicated above, as appropriate for their industry.

13. Representations and Warranties. AIREs represents and warrants to Company that any Services provided pursuant to this Agreement: (a) will be performed in compliance with all applicable federal, state and local laws, and licensing, approval, or certification requirements and AIREs will maintain all necessary permits, registrations, and licenses; (b) will be performed in accordance with the highest prevailing industry standards for the type of service provided; and, (c) will be provided only by qualified and licensed personnel. AIREs additionally represents that its prices under this Agreement are no less favorable than those currently extended to any other customer for the same or similar Services and that Company will receive the full benefit of all discounts, premiums, and other favorable terms of payment customarily offered by AIREs to its customers. AIREs agrees to notify Company immediately upon discovery of any known or suspected deficiency in the Services. These warranties may not be limited or disclaimed.

14. Assignment. Both Parties agree not to assign or otherwise transfer its rights or delegate its obligations under this Agreement during the Term without the prior written consent of the other Party, which consent shall not be unreasonably withheld. AIREs agrees not to assign or otherwise transfer its rights or obligations under this Agreement in their entirety without the prior written consent of Company, which consent shall not be unreasonably withheld. Provided, however, that to the extent necessary to perform its obligations under the Agreement, including the Appendices hereto, AIREs may assign or otherwise transfer its rights or delegate its obligations under this Agreement, in part, to any vendor, supplier or contractor ("Providers"), first, from Company's preferred Providers. If the parties cannot agree on a Provider from Company's list, AIREs may select a Provider; however, Company shall have the opportunity to evaluate AIREs' key performance indicators and/or rating system for its third party vendors and approve, in writing, such Provider prior to the commencement of any work or the provision of any goods or services by such Provider. AIREs may assign its right to receive payment of amounts due AIREs



pursuant to this Agreement, as collateral, to a lender loaning money or providing extensions of credit to AIReS. No such assignment or delegation by either Party will relieve that Party of its obligations or duties under this Agreement.

15. Non-Solicitation. During the term of this Agreement, and for a period of six (6) months after any termination of this Agreement, neither Party shall, without the prior written consent of the other Party, either directly or indirectly, solicit or attempt to solicit, divert, or hire away any person employed by the other Party; provided, however, that nothing in this Section shall prohibit the use of a general solicitation in a publication or by other means.

16. Notices. Except as otherwise specified herein, any notice from one Party to the other shall be in writing and shall be deemed to have been duly given if sent by hand delivery, registered or certified mail or its equivalent, e-mail, facsimile or other telecommunication to the following addresses:

To AIReS:  
American International Relocation Solutions, LLC  
6 Penn Center West, Suite 200  
Pittsburgh, Pennsylvania 15276  
Fax: (412) 788-0245

To Company:  
Name: Senior Manager, Human Resources  
Gordon Food Service, Inc.  
Address: 1300 Gezon Parkway, SW  
Wyoming, MI 49509

Either Party may change its respective address from time to time by giving written notice pursuant to the terms of this Section.

17. Entire Agreement. This Agreement cannot be changed orally and constitutes the entire contract between the Parties hereto. Any prior written or oral agreements, letters or other documents shall be considered to have been merged into this Agreement and shall be of no further force and effect. This Agreement shall not be modified nor changed by any expressed or implied promises, warranties, guarantees, representations, or other information unless expressly and specifically set forth in this Agreement or an addendum or amendment thereto properly executed by the Parties.

18. Counterparts/Facsimile and Electronic Copies. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or in portable document format (".pdf") or other form of electronic transmission shall be binding upon the person whose signature appears on the transmitted copy and shall be equally as effective and binding as delivery of an originally executed counterpart of this Agreement. Following delivery of an executed counterpart of this Agreement by facsimile or electronic transmission that Party shall promptly deliver to the other an originally executed copy of this Agreement. Failure to deliver an originally executed copy shall not affect enforcement of the terms and conditions set out under this Agreement.

19. Governing Law. AIReS acknowledges that certain rules and regulations of federal, state, municipal or other government authorities are applicable to it and its agents' performance under the terms and conditions of this Agreement. AIReS agrees to notify Company if it is found to be in non-compliance with any such governmental rule or regulation when such non-compliance does or may apply to or affect its ability to perform its obligations hereunder. This Agreement and the transactions contemplated herein shall be governed and construed in accordance with the laws of the State of Delaware.

20. Rights of Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

21. Paragraph Headings. The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor limitation on the scope of the particular paragraphs to which they refer.

22. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved first by the directors or senior representatives of the Parties with authority to resolve the dispute. If the directors or senior representatives cannot, in good faith, resolve the dispute within sixty (60) days of a written notice of the dispute from one Party to the other, the Parties agree to submit the dispute to any mutually agreed upon mediation service. The Parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and throughout the mediation process. The Parties agree that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the costs and fees associated with the mediation shall be shared equally between the parties. If the Parties cannot resolve for any reason, including, but not limited to, the failure of either party to agree to enter into

mediation or agree to any settlement proposed by the mediator, the dispute may be resolved by administered arbitration in a mutually agreed-upon location and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The judgment of the arbitrators shall be final and binding. Judgment upon the award rendered by the arbitrators may be entered in any court. The fees of the American Arbitration Association shall be paid by the Party which does not prevail. Each Party shall be responsible for the fees and expenses of its legal counsel, witnesses, etc. The United States Arbitration Act shall govern the interpretation, enforcement and proceedings.

### III. EXECUTION

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have read and duly executed this Agreement the day and year first above written.

AMERICAN INTERNATIONAL  
RELOCATION SOLUTIONS, LLC

By: Jeff Wangler  
Name: Jeff Wangler  
Title: President

COMPANY: GORDON FOOD SERVICE, INC.

By: Amy Mox  
Name: Amy Mox  
Title: Compliance & Compensation  
Director



APPENDIX A

AIReS RELOCATION SERVICES AGREEMENT: DESCRIPTION OF SERVICES

Consulting Services

AIReS may provide Relocation and Mobility Program Consulting Services to Company in addition to those specifically identified elsewhere in this Agreement. Consulting Services will be provided only upon request of Company.

Prior to initiation of any Consulting Service, AIReS will provide and Company will approve a written scope of Consulting Services including a description of the Consulting Service to be provided, costs and estimated time line for the Consulting Service to be completed.

Consulting Services may include, but are not limited to the following:

- Policy Assessment
- Benchmark Analysis Matrix
- Industry Specific Benchmark Analysis
- Competitor Benchmark
- Sample Policy Element Language
- Program Appraisal and Recommendations
- Policy Workshop/Training
- Policy Development
- Policy Surveys
- Financial Analysis
- Special Projects/Research

Cost of Living Reporting

AIReS will provide to Company, upon request, cost of living comparison reports for domestic and international Employee relocations. Cost of living reports are used to identify the difference in cost between the origin (home) and destination (new home) location. Each report illustrates the differences in expenditures between an Employee's origin and destination. The report includes expenditures for housing, goods and services, transportation and local taxes. The report also illustrates other variables such as average rent or mortgage payment and average per diems for each location.

Company will be asked to provide to AIReS the following minimum required information in order to create an accurate report: Employee name, origin and destination city/state/country, salary, family size and whether they are homeowners or renters.

Cost of living data is designed to be a resource to supplement the Company's process of determining Employee compensation, allowances or differential payments. Cost of living data is not designed to be the sole factor from which Employee compensation is determined.

AIReS may partner with outside reporting firms to obtain data. AIReS may cooperate with outside firms to fulfill agreements or subscriptions in place between Company and such reporting firms.

**Program/Assignment Management**

AIReS will provide Program and Assignment Management services that encompass the overall management of corporate relocation programs (including design, development, and implementation), along with the ongoing assignment management for the individual staff members and families.

**I. Program Management**

- (a) **AIReS Implementation Guide.** AIReS will work with Company to plan for and implement all Services provided pursuant to this Agreement. AIReS will prepare and utilize the AIReS Implementation Guide as the tool to ensure that all aspects of Company's relocation program are reviewed and procedures for Service delivery are agreed upon. A Company authorized representative will be required to review and sign the completed AIReS Implementation Guide, confirming the accuracy of the information and agreed processes. A copy of the AIReS Implementation Guide will be provided to Company. AIReS agrees to provide Company with any and all reasonable assistance during and with the transition from Company's current relocation services provider and AIReS.
- (b) **Policy Review and Documentation.** AIReS will complete a thorough review of Company's existing relocation policies ("Company Policy(ies)") and will create a policy matrix for its operations team members as a tool to administer the Company Policies in order to ensure consistency and ease of reference. Additionally, the AIReS management team responsible for servicing Company will conduct a formal policy review. This practice helps to provide AIReS and Company with a complete understanding of the Company Policies, their parameters, and their consistent application. AIReS will address any questions or concerns about company Policies with Company during the implementation process.
- (c) **Ongoing Program Reporting.** Based upon the requirements and schedule developed with Company, standardized reports are provided to the Company. Customized ad-hoc reports can be developed and provided as a form of additional support to the program. Agreed reporting requirements will be identified in the AIReS Implementation Guide.
- (d) **Program Review and Assessment.** AIReS performs a review (quarterly, semi-annual, or annual as agreed) of its overall program and all authorized or requested Services to evaluate its performance, including the consistent application of Company Policy, review agreed exceptions, and determine trends or recommendations for improvement of Services. Based upon the review and any trends or discrepancies that may have developed or been identified, AIReS will notify Company of recommendations for improving the effectiveness of the overall program or Company Policy.

2. Assignment Management

- (a) Assignment Initiation. Company will request or authorize AIREs to provide Services to an Employee (the "Assignment"). Company's authorization will include Employee information, contact details, applicable Company Policy information and Services to be provided. Upon such request or authorization by Company AIREs will determine and document any exceptions or special requests associated with the Assignment. An Assignment file will then be established for Employee and AIREs will initiate Services.
- (b) Relocation Policy Counseling & Review. AIREs will contact Employee, provide an overview of the entire relocation process, and review the applicable Company Policy allowances and guidelines for the Assignment. Any specific requirements or concerns for Employee and his or her family will be documented and utilized to develop a customized relocation plan. AIREs will conduct regular follow-up for the timely delivery of Services as well as to reassess Employee's ongoing needs.
- (c) Service Initiation and Management by AIREs. The AIREs Program Manager is responsible for directly managing and/or delivering all Services associated with Company:
- Policy Review
  - Assignment Management
  - Real Estate Transactions
  - Expense Management
  - Tracking and Reporting
  - Tax Preparation Assistance
  - Tax Equalization, including, but not limited to, providing "gross-up" calculations
  - Liaison with AIREs' Relocation Specialist and any other AIREs Partners

The AIREs Relocation Specialist will initiate the following Services based upon the allowances of the Company Policy, approved exceptions, and/or special requests identified for Employee and his or her family:

- Passport, Visa and Immigration Assistance.
- Transportation of Household Goods and Personal Effects.
- Storage of Household Goods and Personal Effects.
- Pet and Auto Shipment.
- Destination & Settling-in Services.
- Intercultural Training.
- Language Training.
- Temporary Housing.
- Employee Assistance Programs.

- (d) Exception Resolution. AIREs will address exceptions during the Assignment in one of the following ways:

- Within Scope of Approval Authority. AIREs will work directly with Employee to resolve an issue outside of the scope of the Company Policy, but within exceptions/special requests authorized by Company.
- Outside Scope of Approval Authority. AIREs will work directly with Employee and the Company to resolve an issue that is outside of the scope of the Company Policy and exceeds the scope of any exceptions/special requests authorized by Company or problem escalation/resolution thresholds as previously established by the Company.

- (e) Ongoing Assignment Support & Reporting. AIREs will maintain an active ongoing Assignment support role throughout the Assignment as directed by Company. Regular follow-up contact and Assignment management evaluations will be made with Employee.
- (f) Assignment Change, Termination or Repatriation Initiation. Upon notification by Company of Assignment change, termination or repatriation of an Employee, along with any exceptions/special requests associated with the Assignment, AIREs will apply the appropriate Assignment Management steps outlined above in this Agreement subject to the Company Policy.

#### **Expense Management, Tracking and Reporting**

AIREs maintains expense management resources and agrees to provide Company Services which shall include Employee expense reimbursement, third party invoice processing, expense compliance and audit according to Company Policy, expense tracking, financial and management reporting, payroll reporting, and tax assistance/information reporting to meet the needs of Company and Employee. AIREs' process will consist of some or all of the following based on company need:

- Advising Employees about Company Policy on relocation expense reimbursement
- Auditing expense reports and third party invoices as required by Company Policy
- Verifying that appropriate Company approvals for Employee expense reports have been obtained
- Coding and recording each relocation expense into the AIREs Expense Management and Tracking System
- Calculating appropriate tax assistance/tax withholdings in accordance with Company Policy
- Reimbursing Employee or third party supplier for relocation expenses incurred in accordance with Company Policy
- Ensuring that appropriate reimbursements are made in the manner requested by Employee and that such payments are recorded and reported as defined by Company Policy.
- Providing standardized expense reporting to Company's Payroll Department
- Providing standardized reporting to Company's Management Team on a schedule agreed during implementation and included in the AIREs Implementation Guide
- Presenting a relocation expense summary report for each relocating Employee to the Company's Relocation Management Team and/or its preferred tax advisor at year-end to assist in preparation of the relocating Employees' income tax returns and tax equalization calculations. (If requested by the Company, each Employee will be provided with a copy of their respective relocation expense summary report for their records.)

Home Sale Assistance1. Marketing Assistance.

AIReS will provide assistance to any eligible Employee to market and sell his or her home in accordance with Company Policy. Company Policy will include a statement, satisfactory to AIReS, that Employee must contact AIReS as soon as possible in the relocation process and before speaking with or retaining a broker to assist in marketing the home. AIReS will provide a recommended list of real estate brokers in the area in which the home is located. AIReS will arrange for the Employee's selection of real estate brokers to visit the home and provide separate Broker Market Analyses (BMAs). The BMAs will be used in determining the recommended listing price of the home. AIReS will review the BMAs with Employee and determine the appropriate listing price. Throughout the marketing efforts, AIReS will act as a liaison between Employee and the broker. In cooperation with the broker and Employee, AIReS will provide recommendations regarding the marketing of the home, identify specific strategy steps for selling the home, and provide updates on the progress of the marketing efforts to the Company. AIReS will assist the broker in identifying the positive characteristics of the home and addressing suggested improvements and repairs with Employee and Company where appropriate. Marketing assistance is provided in an effort to assist Employees in marketing their homes and is not a price guarantee or a home selling guarantee.

2. Buyer Value Option (properties located in the United States).

AIReS will administer the Buyer Value Option (BVO) program based upon the following procedures except to the extent modified by Company Policies:

- (a) Broker Market Analysis (BMA). AIReS will assist with Employee's selection of two (2) or three (3) real estate brokers to visit the home and provide separate Broker Market Analyses (BMAs). The BMAs will be used in determining the recommended listing price of the home. AIReS will review the BMAs with Employee and determine the appropriate listing price. The listing price is recommended to be within five (5%) percent of the average listing price determined by the BMAs. AIReS will also work with the Employee to evaluate the real estate brokers to determine which broker is most suitable to assist in the home sale process.
- (b) Marketing. AIReS will assist Employee in listing the home with the agreed real estate broker at the agreed listing price for an initial period not exceeding six (6) months. The listing agreement must include a "Listing Exclusion Clause" acceptable to AIReS. AIReS will have ongoing communication with Employee and real estate broker during this time and will provide Company with activity updates either directly or via AIReS' web site (www.aires.com). Listing price adjustments may be made during the listing period to reflect current market conditions. Such adjustments will be discussed with and agreed upon by Employee.
- (c) Inspections; Homeowner's Disclosure. Within ten (10) days of listing the home, AIReS will arrange general home and pest inspections as well as additional inspections AIReS determines to be necessary through the initial consultation, including compliance with local law and custom. AIReS will review the inspection reports and make recommendations to Employee and Company concerning any reported issues, additional inspections which may be required, and any recommended repairs, maintenance or replacements which may affect the price or marketability of the home. The inspection reports may be used to determine repair costs to be withheld from the equity payable to Employee. AIReS and Company will require Employee to complete homeowner's disclosure statements, including, but not limited to, any disclosure documents required by law. AIReS will provide inspection reports and disclosure statements to Potential Buyers where required by law or otherwise as AIReS may determine to be appropriate.
- (d) Offer from Potential Buyer. In the event Employee receives a bona-fide written offer for the home from a potential buyer "Potential Buyer", Employee or real estate broker will notify AIReS of the offer. Under no circumstances should Employee sign an offer presented by any potential buyer other than AIReS. The Potential Buyer's offer constitutes the "Buyer Value". AIReS will approve the Potential Buyer's offer provided that, in AIReS' sole and absolute discretion, the following conditions are met:
  - The Potential Buyer is likely to receive adequate financing to complete the sale at the Buyer Value and on the terms and conditions described in the Potential Buyer's offer; and
  - The Potential Buyer's offer is at a fixed price and is not contingent upon any events (other than a standard inspection and mortgage contingency clause with respect to conventional financing) such as selling another property or obtaining interim financing arrangements.

If AIREs approves the Potential Buyer's offer, AIREs will make its own offer for the home by issuing to Employee (i) a Real Estate Purchase and Sale Agreement reflecting the terms, conditions and contingencies of AIREs' offer to purchase the home from Employee and having the Buyer Value stated as the purchase price, and (ii) all other documents necessary to effect transfer of ownership either by a deed-in-blank transaction or by two deed transaction (the "deed documentation package"). If any changes to the Real Estate Purchase and Sale Agreement are requested, Company will be invoiced any fees incurred.

- (e) Sale of Home at Buyer Value. In order to sell his or her home through the BVO program, Employee must do the following:
- Within two (2) days of receiving AIREs' offer, Employee must notify AIREs of his or her acceptance of the terms, conditions, and contingencies of the offer by signing the Real Estate Purchase and Sale Agreement and returning it to AIREs, and
  - Within ten (10) days of receiving AIREs' offer, Employee must return to AIREs the deed documentation package, with all documents correctly completed, signed and notarized.
- (f) Transfer of Signed Deed. After the Real Estate Purchase and Sale Agreement is fully executed, Employee and all other owners of the home will transfer to AIREs or its designee clear and marketable title to the home. The transfer will be by a deed with the name of the grantee left blank, in a form, and containing such warranties of title as AIREs shall require, and which will be consistent with local custom in the area where the home is located. Alternatively, if AIREs determines it to be necessary, the transfer will be affected by a two-deed transaction. After the execution of the Real Estate Purchase and Sale Agreement with AIREs and after Employee has vacated the home, all of the burdens and benefits of ownership shall pass to AIREs on behalf of Company.
- (g) Equity Payable to Employee. The equity from the sale of the home payable to Employee will be the Buyer Value less any equity adjustments, including, but not limited to, liens against the home for mortgages and taxes owed. AIREs will advise Employee of the Buyer Value and the equity adjustments, as well as any potential exposure to Employee from concessions.
- (h) Unconditional Agreement. The Real Estate Purchase and Sale Agreement between Employee and AIREs at the designated price is unconditional and not contingent on any event, including potential buyer obtaining a mortgage commitment.
- (i) Prohibition on Transfer of Existing Mortgages. AIREs shall not permit any third party buyer to assume any existing mortgages, loans or other liens on the home or to take title subject to such liens. If an Employee desires to enter into a transaction in which Employee provides financing, Company recognizes that Employee will assume all risk of future default in payment by the third party buyer and/or for foreclosure upon the third party buyer, as well as all risk to Employee's credit rating as a result of such default and/or foreclosure. AIREs shall have no liability under or with respect to such transaction or any future ramifications of such transactions. Such actions by Employee may have severe tax implications to the Employee and Company.
- (j) Re-listing of Property. AIREs enters into a separate listing agreement with a real estate broker to assist with the resale of the property. Neither the Employee nor Company, in the case of a relocation company transaction, exercises any discretion over the subsequent sale of the home by AIREs.
- (k) Sale to Third Party Buyer. Within approximately twenty-four (24) hours following AIREs' purchase of the home from Employee, AIREs will complete the sale of the home to the third party buyer. During this period AIREs, on Company's behalf, will retain all responsibilities of ownership of the home including any property taxes, utility payments, insurance coverage, etc. The property will be insured through AIREs' insurance partner at standard rates for normal hazards of fire, liability, and extended coverage, based on the value of the home. Company will reimburse AIREs for any loss not covered by insurance. AIREs will arrange for the transfer of title to the third party buyer.
- (l) Purchase Price. The purchase price eventually paid by the third party buyer has no effect on the purchase price paid to Employee.
- (m) Financial Reconciliation. Upon completion of the home sale to a third party buyer, AIREs will provide Company with a refund or invoice reflecting any net proceeds or costs. AIREs' Home Sale Reconciliation report will detail all financial aspects of the home sale.



3. Adverse Selection.

The Company acknowledges that AIReS' commitments regarding the home sale service are based on the assumption that the mix of homes covered by this Agreement will not be affected by the Company giving AIReS more difficult homes to sell while otherwise disposing of easier to sell homes. If AIReS determines that a problem of this nature exists, it may choose not to acquire any home. In such event, AIReS will bill Company for that home as if the offer to purchase had been rejected.

4. Equity Advances

Equity Advances refer to amounts provided to Employee after a Buyer Value, Amended Value or Appraised Value of the existing home has been established and Employee has entered in a Real Estate Purchase and Sale Agreement with AIReS.

Equity Advances are subject to additional conditions set forth below and are provided only when Employee has an immediate need for the funds to complete purchase of a new home at his or her destination location.

- (a) Equity Advances. Company will inform AIReS upon Assignment initiation, if not already stated in Company Policy, if Employee is eligible for an Equity Advance. Please note that the decision for Company to provide Equity Advances should be reviewed with Company's legal counsel to confirm compliance with all applicable law, including (if the Company is publicly traded), the restrictions imposed by the Sarbanes-Oxley Act.

In the event Employee is eligible, AIReS will make an Equity Advance to Employee if AIReS determines, in its sole and absolute discretion, that the following criteria are met:

- Written Proof of Need. Employee must submit written proof of need for funds to purchase a new principal residence in the destination location prior to closing on the sale of Employee's existing home. The written proof must include an executed real estate purchase agreement for the residence being bought at the destination location including proof of the closing date and mortgage documentation reflecting the necessary financing down payment.
- Established Value of Existing Home. Buyer Value, Appraised Value or Amended Value of the existing home must be established.
- Clear Title. The existing home must have clear and marketable title.
- Signed Real Estate Purchase and Sale Agreement. AIReS must have in its possession a duly executed Real Estate Purchase and Sale Agreement signed by Employee and all other owners of the home.
- Deed Documentation. Employee must return the properly signed and notarized deed documentation package to AIReS and AIReS' title company must confirm that such deed documentation package is in good order.
- Continued Employment. Employee must continue to be an employee of the Company on the date of the Equity Advance.

The amount of the Equity Advance will be determined by establishing a Buyer Value, Appraised Value or Amended Value for the existing home as provided in this Agreement. In any event, the maximum amount of any Equity Advance will be ninety (90%) percent of Employee's equity in his or her existing home.

Equity Advances will be extended to Employee not more than ten (10) calendar days prior to the closing date of Employee's purchase of a new residence in his or her destination location. AIReS will pay an Equity Advance to all owners of the existing home (e.g. Employee and spouse). An Equity Advance paid by wire transfer must be made to a joint bank account of all owners. All Equity Advances issued hereunder shall be personal to Employee (and other owners of the existing home) and non-assignable.

An Equity Advance made to an Employee will be repaid to AIReS subject to the following conditions:

- Company will reimburse AIREs for disbursement of Equity Advances in accordance with the reimbursement provisions set forth in Appendix B, or if funding has been extended from Company, Company will receive an appropriate payment/credit from the proceeds of sale of the existing home equal to the amount of the Equity Advance. In the event that Employee's employment with the Company is terminated after the Equity Advance has been made but before AIREs has been reimbursed for the Equity Advance, Company will reimburse AIREs for the Equity Advance immediately upon request by AIREs.
- Upon the sale of the existing home to a third party buyer or to AIREs, whichever shall occur first, AIREs will deduct the Equity Advance from Employee's gross equity in the home and: (i) in the event Company has reimbursed AIREs for the Equity Advance, AIREs will pay that amount to Company; or (ii) in the event Company has not yet reimbursed AIREs for the Equity Advance, AIREs will retain that amount. The balance of Employee's gross equity in the home shall be paid to Employee in accordance with terms of the applicable Home Sale Program.

5. Inventory Management.

After signing a Real Estate Purchase and Sale Agreement with respect to a home, AIREs will use professional efforts to expedite the sale of the home to a Potential Buyer or other third party buyer on the most favorable terms available. As part of these efforts, and in an attempt to reduce Company's home selling costs, AIREs may, either directly or through subcontractors, arrange for individuals to temporarily occupy and maintain the home while it is in AIREs' inventory. AIREs will continue to market the home to a Potential Buyer or other third party buyer.

AIREs will keep existing mortgages on the home current, from the later of the date AIREs signs the Real Estate Purchase and Sale Agreement or Employee delivers possession of the home to AIREs until the closing date of the sale of the home to a third party buyer. Alternatively, AIREs may, in its sole and absolute discretion, pay off any existing mortgages on the home, and be reimbursed for such payoff amount by Company upon the sale of the home.

AIREs will arrange for occupied or vacant property insurance coverage, as applicable, for homes in inventory, at standard rates for normal hazards of fire, liability, and extended coverage, based on the value of the home. Company will reimburse AIREs for any loss not covered by insurance.

AIREs will maintain homes in inventory by continuing to pay other ongoing property expenses and upkeep to maintain the home for showings.

7. Loss-On-Sale Program

AIREs will administer a Loss-on-Sale program for Company if applicable. "Loss-on-Sale" is deemed to exist if the price paid for Employee's home by AIREs during the relocation home sale program ("AIREs Purchase Price") is less than the original purchase price paid by Employee ("Employee Purchase Price"), plus capital improvements and other considerations in Company Policy, for the home. The value of such a loss is determined by subtracting the AIREs Purchase Price from the Employee Purchase Price plus capital improvements. The Employee Purchase Price must be supported by closing documentation which may include, but is not limited to, purchase and sale agreements, HUD statements, mortgage information, etc. Company Policy will dictate any limitations or restrictions to the Loss-on-Sale program and amounts which may be reimbursed to Employee.

**Home Finding Assistance****1. Home Purchase**

AIReS will conduct a needs assessment to obtain information from Employee regarding budget, home specifications, school preferences and transportation concerns, and based on that information will determine the home finding assistance required by Employee and his or her family. AIReS will provide Services it determines to be necessary to assist Employee in locating and purchasing a home in the destination location, as follows:

- (a) Home Search. Information compiled in the needs assessment will be used to assist Employee to determine appropriate locations for a home search. A local real estate professional will be referred to complete an area tour of available homes and assist in the submission of an offer once a suitable home is selected.
- (b) Financing Assistance. AIReS maintains contracts with a number of nationwide and local preferred lenders. Employee is under no obligation whatsoever to utilize or work with AIReS preferred lenders. If requested by Employee, AIReS will provide Employee with a list of potential lenders based on a needs assessment. Selection of a mortgage lender will be the sole responsibility of Employee, and AIReS will not guarantee the rates or other terms available from lenders. Certain lenders may also provide to AIReS direct billing of any closing costs covered by the Company.
- (c) Closing. In the event Employee requests assistance with attorney representation for closing purposes, AIReS may provide attorney or closing company references to Employee. Selection of an attorney or closing company will be the sole responsibility of Employee. Employee will be advised as to the fees applicable to the legal services, and whether or not those fees are covered by Company.
- (d) Appraisals. AIReS, at Company or Employee request, may provide referrals for appraisals for the valuation of the home being purchased. Appraisal data obtained will be provided to Employee as requested, and can be retained for application of the Company's Loss-on-Sale programs for use in subsequent relocation of Employee. AIReS will not guarantee the accuracy of the appraisals.
- (e) Home Inspection. If requested by Employee, AIReS will refer inspectors or act as the facilitator of inspections of the home being purchased, but will make no warranties or representations as to the condition of the home at the time of purchase or at any time in the future.

**2. Rental Home Finding**

AIReS will conduct a needs assessment to obtain information from Employee regarding budget, home specifications, school preferences and transportation concerns, and based on that information, will determine the home finding assistance level required by Employee and his or her family. AIReS will provide Services it determines to be necessary to assist Employee in locating and leasing a home in the destination location, as follows:

- (a) Rental Home Search. Information compiled in the needs assessment will be used to assist Employee to determine appropriate locations for a home search. By determining Employee's needs before arrival, a listing of available homes will be selected and an accompanied or unaccompanied viewing will be scheduled for each home. If needed, a local consultant will assist Employee in discussions with the landlords and any real estate professionals. The local consultant ensures that appropriate homes are viewed and also that the home chosen is ready in time for the move in date.
- (b) Lease Agreement. After a home has been selected, AIReS and the local consultant will provide assistance with translation, interpretation and negotiation of the lease agreement. If necessary, the local consultant will also accompany Employee and his or her family on a walk through of the home prior to occupancy to assure that everything is in order.

**Temporary Housing**

AIReS provides assistance with locating and reserving temporary accommodations and extended stay hotels ("Temporary Housing") for Employees and their families. Services are customized based upon the individual needs, the area and availability, and Company Policy.

Features and amenities will vary by type of Temporary Housing and the package chosen. Options and preferences will be discussed with Employee in order to place Employee and his or her family in Temporary Housing that will accommodate their requirements.

1. Preferred Housing Providers. AIREs contracts with national, regional and city specific preferred Temporary Housing providers worldwide. Our contracts may include preferences such as reduced rates, waived security deposits, waived advanced payments and other additional benefits where applicable.
2. Payment for Temporary Housing. Company is responsible for the cost of the Temporary Housing, including rent (daily/weekly/monthly), utility usage, damages (unless otherwise paid directly to Temporary Housing provider by Employee) or any extraneous charges that result from Employee occupying the Temporary Housing. AIREs will provide funding for Temporary Housing expenses at the request of the Company subject to the terms of the Agreement and the funding terms defined in Appendix B of this Agreement.
3. Employee Credit Card Required. Temporary Housing providers require a valid credit card from Employee prior to move in to guarantee payment for long distance telephone charges, additional requested amenities and as a safeguard against payment for potential damages. In the event that Employee is not able to meet these requirements, long distance phone service and extra amenities will not be available.
4. Lease/Rental Agreements. Lease/Rental Agreements for Temporary Housing shall be signed by (a) Employee occupying the Temporary Housing (b) an authorized Company representative, or (c) in the event of a requirement of the Temporary Housing provider/landlord, or the unavailability or inability of the Company or Employee to sign, AIREs may sign the Lease/Rental Agreement on their behalf. In any event, the Company shall be responsible for the terms of the Lease/Rental Agreement, including but not limited to fees, damages, early termination penalties and any other extraneous charges (unless otherwise paid directly to the Temporary Housing provider by Employee).
5. Notice to Vacate. Temporary Housing provider may require Employee to complete a notice to vacate. AIREs and the Temporary Housing provider will confirm the requirements of the notice to vacate to Employee at the time of check in. The Company shall be responsible for any additional charges which result from Employee's failure to provide a proper notice to vacate.
6. Losses; Insurance. Employee will be responsible for insuring his or her possessions against loss or theft while in temporary housing. Employee is further responsible for any and all uninsured losses, damage, theft, etc. to the temporary housing residence or its contents.

#### **Departure Services**

AIReS will assist an Employee with the process of vacating a leased or owned home. AIReS will conduct a needs assessment with Employee to confirm the Departure Services that are needed. Based on the needs assessment and Company Policy, AIReS along with AIReS' local consultant, will assist Employee with the actions that are required in order to properly vacate a home. These actions may include:

- Coordination of repairs
- Early lease termination
- Negotiating the return of the security deposit
- Property inspection by a licensed third party
- Utility and service disconnection
- Bank account and insurance cancellation assistance
- Documentation cancellation assistance
- Mail forwarding
- Other services upon request

Departure Services allow Employee to focus on more important issues regarding the relocation while issues with vacating the home are handled by experienced professionals.

#### **Property Management**

1. Vacant Property Management. Where applicable, AIReS will provide services to manage vacant properties in Employee's principal location during Employee's assignment in the destination location. Property Management assistance will be contracted through a provider in the local area of Employee's principal residence. Assistance includes regular maintenance, security checks, and emergency maintenance and other miscellaneous services when necessary.
2. Tenancy Management. Tenancy Management assistance will be provided by AIReS when applicable. A local agent will be enlisted to assist with tenant search, screening and selection, lease execution, rent collection, payment of vendors, scheduled maintenance, emergency maintenance, security checks, etc.
3. Homeowner's Insurance; Renter's Insurance. In the event Property or Tenancy Management is necessary, Employee or where appropriate the Company, must retain Homeowner's Insurance coverage on the subject property. In addition, the tenant must maintain Renter's Insurance coverage on the property during the tenancy. In no event will AIReS be liable for any damages or other costs incurred that are not covered by the insurance maintained on the property by Employee or Company.

### Destination Services

AIReS will make available Destination Service programs to Company for Employees and their families. The Destination Services are provided according to Company Policy and administered based on the needs assessment completed by AIReS in consultation with Employee and his or her family.

Standard Destination Service programs are described below, and can be customized at the request of Company.

1. Pre-Acceptance Trip. Includes airport or hotel pick-up, welcome package of general information on the destination city and surrounding areas, an accompanied tour of local services which may include banks, medical facilities, public transportation, places of worship, government offices (if applicable), recreational and leisure activities.
2. Area Tour/Orientation Programs. Includes the Pre-Acceptance Trip services described above, as well as a preview of housing based on the criteria provided by Employee and the Company.
3. School Search. Includes assistance in locating area schools (public or private), accompanied tours, scheduling appointments to introduce key administrators and assistance with school registration. School Search will be coordinated with the Area Tour/Orientation Programs.
4. Settling-in Service Programs. Provides assistance to Employee and his or her family after move-in has occurred. Settling-in Service Programs can, at Company's option, include obtaining rental furniture, interviewing for domestic service providers, providing listing information of local child care providers and health care providers, and assisting with utility connections as well as with purchasing/leasing/renting a vehicle.
5. Spousal/Partner Assistance Programs. Offered in two primary forms:
  - (a) Community Introductions. In accordance with Company Policy, AIReS may assist Employee's spouse/partner with learning their way around their new town, meeting other spouses, joining clubs, organizations, volunteer groups, or investigating continuing education opportunities.
  - (b) Employment Assistance. In accordance with Company Policy, AIReS may assist Employee's spouse/partner with career counseling, personal marketing services, resume preparation, job lead assistance, and interview training. Each service is customized according to the destination country's standards for immigration and employment practices. These services can also be personalized based upon the needs of Employee's spouse/partner.



**Passport and Immigration Assistance**

1. **Passports.** AIREs will provide assistance to Employees and their families who will be leaving on a foreign assignment, with obtaining or renewing passports. AIREs will coordinate and assist in the completion of passport applications, monitor the process and act as a liaison between Employees and the administrative offices handling the applications.
2. **Immigration.** AIREs will provide visa, work permit, and immigration administration services to Employees and their families globally. This may include foreign nationals relocating to the United States or another country or U.S. nationals going on assignment to another country.
  - (a) **Application.** After consultation with Company's legal counsel or administrative staff, AIREs will contact Employee to assist in gathering all of the documents required to complete the application(s), and forward all forms and applications necessary to process the visa and/or work permit. If the Company does not have appropriate legal counsel or administrative staff, AIREs will recommend and arrange for qualified legal counsel. AIREs shall maintain contact with Employee throughout the process and advise the Company of any issues.
  - (b) **Liaison.** Upon completion of all paperwork, AIREs shall act as a liaison between Employee and the legal counsel retained by the Company or other qualified legal counsel handling the legal aspects of this service. Such counsel will make the necessary applications to help secure the necessary governmental approvals allowing immigration for Employee's assignment. AIREs shall review outside counsel invoices and expedite payment of these invoices on behalf of the Company.

The Company understands that as a result of the complexity of obtaining various governmental approvals, AIREs can neither guarantee success in ultimately obtaining a visa, nor the time necessary to complete the process successfully.

Employee and/or his or her family should not travel to the foreign location without receiving confirmation from AIREs that they have the necessary immigration documentation. AIREs will not be responsible for any costs, fines or other burdens which may apply as a result of Employee or family members traveling to the destination country without having confirmation from AIREs that they are compliant with the laws of that country and have obtained all necessary documentation.

**Transportation and Storage of Household Goods and Personal Effects**

1. **International Moving Services.** Unless otherwise agreed to by the Parties in writing, AIREs will use Atlas Van Lines, Inc. as Company's primary preferred moving vendor and Mayflower Transit, LLC as the Company's secondary preferred vendor for moving services. AIREs, may, with the written consent of the Company, use its affiliate, American International Forwarding Inc. (AIF), as a vendor for moving services. Through the moving services vendor the Parties ultimately agreed upon ("Moving Vendor"), AIREs will schedule and arrange for the acceptance, preparation, pre-move survey, packing, loading, transportation, procurement of customs documentation, customs clearance when necessary, storing, transportation of household goods, unloading, unpacking, billing, and other International Moving Services which may from time to time be tendered by Company. International Moving Service is provided to and/or from points in countries other than the United States and to or from Alaska and Hawaii. All charges for International Moving Services payable by Company are to be in United States currency.

In the event that Company does not elect to purchase Replacement Cost Protection (discussed below), when AIF is utilized the liability of AIF for loss or damage to household goods and personal effects shall be limited to the rates per pound specified in Appendix C, multiplied by the actual weight of any lost or damaged article or articles. When Company's preferred Moving Vendor is utilized, the liability shall be limited to the rates and specifications within the contract between Company and such Moving Vendor. .

2. **U.S. Domestic Moving Services.** AIREs, through Company's preferred moving services vendor, Moving Vendor, will schedule and arrange for the acceptance, preparation, loading, transportation, unloading, storing when necessary, billing, and any other Domestic Moving Services which may from time to time be tendered by Company. Domestic Moving Services are provided between points within the contiguous United States (excluding Alaska and Hawaii). All Domestic Moving Services are carried out in conjunction with nationwide van line contracts between AIREs and its service providers.

AIREs will invoice its fees plus move costs based on the AIREs Pricing Index. All charges for Domestic Moving Services payable by Company are to be in United States currency.

3. **Storage of Household Goods and Personal Effects.** During the initial survey made at the residence of origin or at any time thereafter, Company's Employee or his or her family may direct that some or all of their household goods be placed in long-term "permanent" storage facilities. AIREs agrees to use a storage facility that will represent that (a) the household goods will be reasonably protected from damage and (b) the storage facility will be in a safe condition, properly maintained and in conformity with all applicable health and safety codes.

If specifically requested in writing by Company, AIREs shall cause continuing first-party insurance coverage to be procured with respect to such household goods in storage, naming Employee as insured. If AIREs causes household goods to be stored pursuant to this Agreement, AIREs shall assist Company and its Employee in the processing of any claim for insurance or other claim. AIREs' liability for any loss or damage to household goods in storage shall be limited to the insurance proceeds payable on any such claim.

If AIREs causes such household goods to be stored at Employee's request, any charges associated therewith shall be paid as follows:

- (a) AIREs shall send to Company the initial invoice for all warehousemen charges, fees, access charges, duties, rents, service charges, or other expenses incurred in connection with placing such household goods into storage at a warehouse. The initial invoice shall include charges for the first three (3) month storage period. AIREs shall verify such charges and, if accurate, shall mark the initial invoice and all subsequent warehouse storage invoices "Approved for Payment" which shall demonstrate AIREs' verification of the charges contained thereon.
  - (b) AIREs shall bill Company for any requested first-party insurance coverage for consecutive three (3) month periods (or less, if actual storage time was less).
4. **Automobile Moving Services**  
AIREs will make shipment of automobile assistance available if authorized by the Company.
  5. **Pet Moving Services**  
AIREs will assist with the shipment of a pet(s), if authorized by the Company.

6. Household Goods Moving Insurance and Van Line Valuation Protection Requirements

AIReS will make Household Goods Moving Insurance and Van Line Valuation Protection, including full Replacement Cost Protection, available for purchase by Company. Replacement Cost Protection is not subject to any deductible but is subject to a minimum valuation of five (\$5.00) dollars per pound on the total net weight of any individual shipment. Company or Employee must present claims for loss or damage to AIReS and the applicable moving vendor within ninety (90) days after delivery. Upon receipt of a documented claim and payment of all freight charges, including the charges for Replacement Cost Protection, AIReS' transit insurance department, AIF, agrees to settle each claim within thirty (30) days.

Company will indicate its requested service option by placing an "X" in the applicable boxes below:

- International Household Goods Moving Insurance
- ☒ Company requests that AIReS' transit insurance department, AIF, arrange insurance coverage by obtaining a valued inventory from Employee on shipments moving by:
- ☒ Air ☒ Surface ☒ Storage & Transit In/Out
- ☐ Company will self-insure or arrange through another source for transit and cargo insurance and accept AIF carriers liability on shipments moving by:
- ☐ Air ☐ Surface ☐ Storage & Transit In/Out
- U.S. Domestic Household Goods Moves Van Line Protection
- ☒ Company agrees to use the moving company or van line valuation for domestic (USA) moves.
- ☐ Company requests that AIF arrange insurance coverage by obtaining a valued inventory from Employee each time a move is placed with AIF.

Note: ☒ Denotes Company requirement. ☐ Denotes not required by Company.

#### Cultural and Repatriation Training and Education

AIReS will provide Cultural and Repatriation Training and Education in accordance with Company policy.

1. Cultural Training for Relocating Employees. AIReS will conduct a needs assessment with Employee to determine type of training needed, Employee's concerns about their destination and preferred date, time and location for training. Based on the needs assessment and Company Policy, AIReS will schedule the training with an AIReS preferred partner. AIReS will provide the selected trainer with the Employee's preferences and concerns, which the trainer will use to tailor the training to meet the Employee's needs.

Standard Cultural Training Programs may include:

- Country Specific Living and Working In Programs
- Region Specific Living and Working in Programs
- Global Awareness Programs
- Youth Programs
- Expatriate Coaching

AIReS will follow up with Employee and his or her family after the Cultural Training program has been completed to assure Employee and his or her family's needs have been met.

- (a) Preferred Cultural Training Providers. AIReS contracts with local and global preferred Intercultural Training providers worldwide. Our contracts may include preferences such as reduced rates, waived material fees and other additional benefits where applicable.
  - (b) Payment for Cultural Training Programs. Company is responsible for all costs associated with training, including, but not limited to; trainer costs, materials costs, and trainer travel and expenses. All costs will be invoiced to Company after completion of the training program. AIReS will provide funding for Intercultural Training expenses at the request of the Company subject to the terms of the Agreement and the funding terms defined in Appendix B of this Agreement.
2. Cultural Training for Company. AIReS will conduct a needs assessment with Company to determine the type of training needed, type of Employees who will be attending, focus of training and preferred date, time and location for training. Based on the needs assessment and Company Policy, AIReS will schedule an AIReS preferred partner to provide the training. AIReS will provide the selected trainer with the Company preferences and concerns, which the trainer will use to customize the training to meet the Company's needs.
3. Repatriation Education. AIReS will conduct a needs assessment with Employee prior to actual repatriation to determine priorities/issues to be addressed in the training and preferred date, time and location for training. Based on the needs assessment and Company Policy, AIReS will schedule an AIReS preferred partner to provide the training. AIReS will provide the selected trainer with the Employee preferences and concerns, which the trainer will use to customize the training to assist Employee and his or her family in readjusting to life back in their country of origin. A youth repatriation program is also available.

### Language Training

AIReS will conduct a needs assessment with Employee to determine type of training needed and preferred date, time and location for training. Based on the needs assessment and Company Policy, AIReS will schedule an AIReS preferred partner to provide the training. AIReS will provide the selected trainer with the Employee preferences, which the trainer will use to create a training schedule to meet the Employee's and his or her family's needs.

Standard Language Training Programs may include:

- Individual Programs
- Semi Private Programs
- Group Programs
- Immersion Programs
- Youth Programs
- Business Programs

AIReS will follow up with Employee and his or her family during the Language Training program to assure Employee and his or her family's needs are being met.

- (a) Preferred Language Training Providers. AIReS contracts with local and global preferred Language Training providers worldwide. Our contracts may include preferences such as reduced rates, waived material fees and other additional benefits where applicable.
- (b) Payment for Language Training Programs. Company is responsible for all costs associated with Language Training, including, but not limited to, trainer costs, materials costs, and trainer travel and expenses. All costs will be invoiced to Company at intervals agreed upon by Company and AIReS, with any outstanding charges invoiced upon completion of the training program. AIReS will provide funding for Language Training expenses at the request of the Company subject to the terms of the Agreement and the funding terms defined in Appendix B of this Agreement.

### Auto Assistance Services

1. Auto Lease/Purchase Services. Upon Company request, AIReS may assist Employees and their families in purchasing or leasing automobiles based on location, availability and in accordance with local laws and customs. AIReS will conduct a needs assessment with Employee to determine preferences concerning make, model, color and other vehicle options that may be available. Vehicle options will vary and AIReS makes no guarantees relating to availability or time frames. AIReS will administer service in line with Company Policy. A vehicle search will be conducted until one is found that fits the agreed specifications. Credit applications and approval documents will be completed in conjunction with Employee and forwarded, along with necessary financial information, for purchase or lease approval. Purchase or lease documents required for delivery of the vehicle will be prepared and the automobile delivered to a specified dealership.
2. Auto Rental Services. Upon Company request, AIReS will provide assistance with locating and reserving rental cars ("Rental Car") for Employees and their families. AIReS will conduct a needs assessment with Employee to determine preferences concerning make, models and optional extras. Based on the needs assessment, availability and Company Policy, AIReS will make a reservation on behalf of the Employee with one of AIReS preferred providers.
  - (a) Preferred Rental Car Providers. AIReS contracts with national and international preferred Rental Car providers worldwide. Our contracts may include preferences such as reduced rates, waived advanced payments and other additional benefits where applicable. However, AIReS will use the Company preferred Rental Car Providers unless otherwise agreed by the Parties in writing.
  - (b) Payment for Rental Car. Company is responsible for the cost of the Rental Car and any extraneous charges that result from Employee's use of Rental Car. AIReS will provide funding for Rental Car expenses at the request of the Company subject to the terms of the Agreement and the funding terms defined in Appendix B of this Agreement.
  - (c) Employee Credit Card Required. Rental Car providers may require a valid credit card from Employee prior to renting the car to guarantee payment for any additional charges or upgrades to the booking.

#### **Furniture and Appliance Rental Services**

If authorized by Company, AIREs will arrange for furniture and appliance rental services for Employees in unfurnished accommodations or when Employee and his or her family are awaiting arrival of their household goods. AIREs will schedule the delivery, set up and return of rental furniture according to Employee's needs.

- (a) **Preferred Furniture and Appliance Rental Providers.** AIREs contracts with national and international preferred Furniture and Appliance Rental providers worldwide. Our contracts may include preferences such as reduced rates, waived advanced payments and other additional benefits where applicable.
- (b) **Payment for Furniture and Appliance Rental.** Company is responsible for the cost of the Furniture and Appliance Rental and any extraneous charges that result from Employee's use of or damage to rented furniture and appliances. AIREs will provide funding for Furniture and Appliance Rental expenses at the request of the Company subject to the terms of the Agreement and the funding terms defined in Appendix B of this Agreement.

#### **Group Moves**

Subject to the limitations contained in this paragraph, the Agreement shall apply to the transfer of an entire group, operating unit or function of Company to another location (a "Group Move"). If, in the opinion of AIREs, an anticipated Group Move will significantly affect property values and/or the time required to acquire and/or market properties in the affected market area, the fee schedule described in Appendix D attached hereto may be renegotiated between Company and AIREs to cover this special circumstance.

#### **Reporting**

If requested by Company, AIREs will provide reporting to Company for Services provided in this Agreement. Such reporting may include information regarding authorizations, relocation service activity, payroll and expense reports, etc. Reports can be provided on a scheduled basis or upon Company's periodic request. AIREs can provide such reports via mail, email or fax transmission. Agreed reporting will be outlined in the AIREs Implementation Guide.

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APPENDIX B  
AIReS RELOCATION SERVICES AGREEMENT  
FEES and CHARGES  
REIMBURSEMENT PROCEDURES

**Quick Pay Program** – AIReS will invoice Company weekly and all invoices will be paid by Company within 30 (thirty) days. Company will transfer the exact amount of funds to the AIReS designated account by wire transfer no later than the 30<sup>th</sup> (thirtieth) day (bank holidays and weekends excluded). Any wire transfers that are received later than the 30<sup>th</sup> (thirtieth) day will be deemed late. Company's failure to reimburse AIReS when due may result in additional costs, delays or discontinuation of service. All costs associated with any such delays will be at Company's expense. If for any reason company does not pay within 30 (thirty) days an interest charge of 1.5%/month will be assessed to all outstanding balances.

For a real estate transaction, all invoices will be paid by Company within 15 (fifteen) days. The reimbursement may (time permitting) cover equity advances or closing costs for real estate transactions. AIReS will estimate required funds for real estate transactions in advance of the closing. AIReS will invoice Company as soon as required funds are estimate. If for any reason company does not pay within 15 (fifteen) days an interest charge of 1.5%/month will be assessed to all outstanding balances.

**Interest Charge** – Unless stated otherwise in this agreement, the interest charge for any funds advanced by AIReS on behalf of Company will be calculated at 1.5% per month or fraction thereof. AIReS' failure to send or delay in sending an invoice shall not relieve the Company from any of its obligations once the Company actually receives the invoice. Payment of those portions of invoices not subject to dispute shall not be withheld pending resolution of disputes on other portions.

**APPENDIX C**  
**AIReS RELOCATION SERVICES AGREEMENT**  
**AIF TRANSPORTATION of HOUSEHOLD GOODS and PERSONAL EFFECTS**  
**LIMITS OF LIABILITY**

**AIF CARRIERS LIABILITY**

AKA – Limit of Liability, Basic Liability and Released Liability

Move/Shipment Type	International Moves		Domestic Moves including to/from Storage		
	Import	Export	Inter-Country	Intrastate	Interstate
<b>AIR</b>	.60/lb	.60/lb	.60/lb		
<b>SURFACE</b>	.60/lb	.60/lb	.60/lb	.60/lb *	.60/lb
<b>AUTOMOBILE</b>	.60/lb	.60/lb	.60/lb	.60/lb *	.60/lb
<b>PERMANENT STORAGE (PERM)</b> (180 days +)				.60/lb **	
<b>STORAGE IN TRANSIT (SIT)</b> (14-180 days)	.60/lb	.60/lb	.60/lb	.60/lb **	.60/lb

\* In Transit

\*\* In Warehouse

APPENDIX D  
AIReS RELOCATION SERVICES AGREEMENT  
FEES and CHARGES

**AIReS Bundled  
Service Fees**

<b>Gordon Food Service Policy</b>	<b>GFS Tier 1 Homeowner Policy</b>	<b>GFS Tier 1 Renter Policy</b>	<b>GFS Tier 2 Homeowner Policy</b>	<b>GFS Tier 2 Renter Policy</b>	<b>GFS Tier 3 Homeowner Policy</b>	<b>GFS Tier 3 Renter Policy</b>	<b>GFS Sales Associate Policy</b>
Program Management	✓	✓	✓	✓	✓	✓	✓
Employee Policy Counseling	✓	✓	✓	✓	✓	✓	✓
Expense Management	✓	✓	✓	✓	✓	✓	✓
Home Sale	✓		✓		✓		✓
Transportation of Household Goods	✓	✓	✓	✓	✓	✓	✓
Temporary Housing	✓	✓	✓	✓	✓	✓	
Home Purchase	✓		✓		✓		✓
Mortgage Assistance	✓		✓		✓		
Ongoing Allowance Payments	-		-		-		
Rental Home Finding		✓		✓		✓	✓
ReloNet® Web Services Access	✓	✓	✓	✓	✓	✓	✓
Mobile App Access	✓	✓	✓	✓	✓	✓	✓
<b>Bundled Fee</b>	<b>\$0</b>	<b>\$350</b>	<b>\$0</b>	<b>\$350</b>	<b>\$0</b>	<b>\$350</b>	<b>\$250</b>

**Assumptions:**

*Assumes use of AIReS Preferred Broker Network and Household Goods Carriers. Otherwise, non-compliance fees will apply of \$200 for Household Goods Coordination and \$950 for Real Estate Broker Non-Compliance Services not included in either Domestic or International Bundled Program Fee are offered at Menu Pricing. Domestic Relocation Management includes first assignment year of expense management. Expense Management fee charged as needed if service extends to second calendar year. All direct service expenses and pass-throughs will be invoiced to the client, including a wire fee for any payments made by wire.*

APPENDIX D  
AIReS RELOCATION SERVICES AGREEMENT  
FEES and CHARGES

AIReS A La Carte Service Fees

Menu of Services	US Domestic Relocations	
	Home Owner	Renter
Implementation and Start Up Fees		
Implementation or Start up Fees	\$0	
File Transition Fee	\$0	
Implementation Travel Costs	\$0	
ReloNet Setup Cost	\$0	
Customized Authorization Forms	\$0 per form; \$250 per change after Go Live Date	
Standard Online Budget Estimator	\$0	
Customized Online Budget Estimator	\$2,500 per policy	
Programming/Customization Fee	\$250 / hour	
Financial Services		
Expense Management	\$350 per assignment year	\$350 per assignment year
Declining Balance Card Program	\$150 per Transferee (\$25 reloading fee)	
Offer/Assignment Letter	\$250	
Relocation Cost Estimate (created by AIReS)	\$150	\$150
Relocation Cost Estimate with Gross Up/Tax Equalization (created by AIReS)	\$150	\$150
ACH Bank Transfer	\$0	\$0
Wire Transfer Fees for Pass Through and Cost Plus Payments	\$25	\$25
(e.g. employee reimbursements, rental payments, tuition payments, rent/housing payments, etc.)		
Capped Cost Relocation Management	\$450	\$450
Tax Payments (US and/or Foreign Tax Authorities)	N/A	N/A
Tax Equalization Settlement/Tracking	\$250 per year	\$250 per year
Tax Review (Upon-request recalculation of tax liability with and without relocation)	\$350 per tax year	\$350 per tax year
Accrual Reporting (per report)	\$350	\$350
Interest Charges for Use of AIReS Funds Includes Equity Payments	1.5% per month (Not applicable for Quick Pay or Client Funded Programs unless individual payments are approved/agreed on emergency basis.)	

APPENDIX D  
AIRs RELOCATION SERVICES AGREEMENT  
FEES and CHARGES


**APPENDIX D**  
**AIReS RELOCATION SERVICES AGREEMENT**  
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Menu of Services	US Domestic Relocations	
	Homeowner	Renter
<b>Real Estate Services</b>		
Marketing Assistance	\$500	N/A
Buyer Value Option (BVO)	\$950	N/A
Appraised Value (AVO) and Guaranteed Buyout (GBO)	\$950	N/A
Inventory Management	\$0	N/A
Special Property Fee	\$2,000	N/A
Direct Reimbursement of Closing Costs	\$550	N/A
Non-Compliance Fee for Out-of-Network Broker	\$950	\$950
Property / Tenancy Management Setup (One Time Fee)	\$300	\$300
Vacant Property Management	\$125 per month	\$125 per month
Tenancy Management	\$225 per month	\$225 per month
Home Purchase	\$500	N/A
Mortgage Assistance and Direct Billing	\$0	N/A
<b>Transportation of Household Goods</b>		
Transportation of Household Goods, including Storage in Transit, Permanent Storage, Auto Shipment and Pet Transportation	AIReS Pricing Index	
Valuation Protection (using AIReS Pricing Index)	Included Coverage is \$7.50/lb., up to \$125,000	Included Coverage is \$7.50/lb., up to \$125,000
Non-Compliance Fee for Shipment through Client Directed Carrier and Contract	\$200	\$200



**APPENDIX D**  
**AIReS RELOCATION SERVICES AGREEMENT**  
**FEES and CHARGES**

Menu of Services	US Domestic Relocations	
	Homeowner	Renter
<b>Destination and Host Country Services</b>		
Area Orientation & Settling In Services	\$250	\$250
Rental Home Finding	\$250	\$250
Temporary Housing	\$150	\$150
Spouse/Family Assistance Services	\$200	\$200
Auto Rental Assistance	\$75	\$75
Furniture Rental Assistance	\$75	\$75
Language Training	N/A	N/A
Cultural Training / Repatriation Training / Candidate Assessment	N/A	N/A
Rental Departure Services	N/A	\$250
<b>Administrative and Support Services</b>		
Courier Package	\$10	\$10
Reporting Fees	\$0	\$0
Cancellation or Expiration of Services	\$0	\$0
<b>Immigration Support Services</b>		
Assignee Visa / Work Permit		
Dependent Visas / Permits		
Passport		
Business/Visitor Visa		
Legalization of Document		
Assignee or Dependent Renewal		
US Certificate of Coverage		
Non-US Certificate of Coverage		

**Pricing Assumptions, Inclusions and Exclusions:**

*All direct service expenses and pass-throughs will be invoiced to the client, including a wire fee for any payments made by wire.*

*Expense Management includes employee expense reimbursement, third party invoice processing, expense compliance and audit according to Company Policy, expense tracking, financial and management reporting, payroll reporting, tax assistance/information reporting, payment of relocation related allowances, and up to 5 payroll feeds per reporting period. Intra-state moves within the US that are ineligible for AIReS Pricing Index will be invoiced at cost plus 10% fee; valuation protection is an additional cost.*

APPENDIX D  
AIReS RELOCATION SERVICES AGREEMENT  
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*A Special Property is any property that would typically be excluded from client home sale benefits due to high value, acreage, location, repair or inspection issues as well as directed offers, short sales and mobile homes. A detailed definition is included in the service agreement.*

**Additional AIReS Services**

<b>Consulting Services</b>	<b>Domestic</b>
Policy Assessment	\$250
Policy Assessment Workshop	\$250 / hour
Benchmark Analysis	\$1,200
Industry Specific Benchmark Analysis	\$1,750
Competitor Specific Benchmark Analysis	\$5,000
Program Appraisal and Recommendations	\$2,500
Sample Policy Element Language	\$150 /element
Policy Development	\$1,500 each or \$2,500 for 3-Tier
Policy Workshops/Training	Starting at \$750 + Expenses
Policy Surveys	Starting at \$1,500
Financial Analysis	Starting at \$2,500
Location Information Summary	\$150 /location
Merger & Acquisition Support	\$250 / hour + Expenses
Invoice Audit	\$150 /invoice
Special Projects / Research	\$250 / hour + Expenses

APPENDIX D  
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<b>Group Move Management Services</b>	
Group Move Planning, Budgeting, Financial Analysis	\$250 / hour
Employee Surveys	Starting at \$2,500
Policy Development	\$1,500
On-Site Counseling	\$500 / person / day
Newcomer Kits	Kit Development \$1,000 + \$60 per kit
Announcements/Communication	\$250 each
Resource Center	\$1,000 plus materials and shipping
Project Management	\$250 / person / hour

**Sign On Bonus****\$50,000**

One-time sign on bonus due to Company within 30 days of execution of a 3 year agreement. Company will refund signing bonus to AIReS, if this agreement is terminated prior to the end of the initial 3 year term.